

C2.11# - TIMBER SUBJECT TO AGREEMENT (02/1971)

In addition, there is within Sale Area an unestimated quantity of:

| Species | Product |
|----------------|---------|
| Lodgepole Pine | Non-Saw |

that shall be Included Timber upon written agreement.

C2.301# - CUTTING UNIT BOUNDARIES (09/2001)

The boundaries of cutting units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Cutting Unit Boundary Designation Table

C2.301# - CUTTING UNIT BOUNDARIES. (09/2001)**Cutting Unit Boundary Designation Table**

| Cutting Unit | Paint Color | Designation |
|--------------|-------------|---|
| 4,6,7,8,9 | Orange | Yellow streak of paint on three sides of the boundary unit tree marked below the stump height to a height of four feet or more. The middle streak of paint faces the area to be cut. |

C2.353# - DESIGNATION BY DAMAGE CLASS (04/2004)

Within Subdivision(s) or cutting unit(s) 4, 6, 7, 8, 9, as shown on Sale Area Map, the following criteria are used to designate trees and other products for cutting and removal:

- (a) Cut all windthrow and leaning trees with exposed roots or leaning 15 degrees or greater from vertical
- (b) Additional trees to be cut, if any, are designated for cutting if Marked with BLUE paint.
- (c) Cutting unit boundaries and trees that shall be left uncut are Marked with ORANGE paint.

C2.357# - INDIVIDUAL TREES (CUT TREE MARKING) (04/2004)

Notwithstanding B2.35, in units shown as ITM on the Sale Area Map, individual trees are designated for cutting only if marked above and below stump height as shown in the table below:

See Cut Tree Marking Table

C2.357# - INDIVIDUAL TREES (CUT TREE MARKING) (04/2004)

Cut Tree Marking Table

| Cutting Units | Paint Color | Designation |
|---------------|-------------|-------------------------------------|
| 10 | Blue | Marked above and below stump height |

C4.211 - DOWNPAYMENT (06/2007)

The downpayment amount shown in A18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to B9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale has been charged and paid for, or (b) the estimated value of the unscaled timber is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value of the unscaled timber is equal to or less than the amount of the downpayment.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

C4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding B4.211 or C4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Purchaser to delay or interrupt operations for reasons other than breach;
- (2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

Sale Name: Garland Salvage Re-Offer

C4.31# - BLANKET BOND (09/2001)

If Purchaser furnishes an acceptable bond or deposits securities, in accordance with B4.3, to guarantee payment for timber from this and other timber sales within the same Contracting Zone, the amount of such bond or deposited securities shall be allocated to such sales by Forest Service. When there is to be no timber cutting hereunder for 30 calendar days or more and payment of current charges has been made, the allocation to this sale shall be reallocated to other sales at Purchaser's request, and Purchaser shall not start cutting hereunder until this sale receives an allocation which will, in combination with transferred-in Purchaser Credit, meet the obligation for payment guarantee.

A Contracting Zone as stated in this provision contains the following National Forests:

| Contracting Zone | National Forests |
|------------------|------------------------------------|
| NZ | Bighorn National Forest |
| NZ | Medicine Bow-Routt National Forest |
| NZ | Arapaho/Roosevelt National Forest |
| NZ | Shoshone National Forest |
| NZ | White River National Forest |

C4.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection for, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal, road maintenance, and contract Scaling deposits;
- (ii) Cooperative work at rates established by specific agreement under B4.218;
- (iii) Damages pursuant to B9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to B4.22;
- (vi) Periodic payments pursuant to B4.213;
- (vii) Extension Deposits pursuant to B4.217; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under B9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Purchaser's obligation to make such payment and
- (ii) Purchaser files and prosecutes a timely Claim.

C5.12# - USE OF ROADS BY PURCHASER (06/1999)

Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

| Code | Use Limitations |
|------|---|
| X | Hauling prohibited |
| R | Hauling restricted |
| U | Unsuitable for hauling prior to completion of agreed reconstruction |
| P | Use prohibited |
| A | Public use restriction |
| W | Regulation waiver |

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

C5.12# - USE OF ROADS BY PURCHASER (06/1999)**Restricted Road List Table**

| Road Number | Road Name | Termini | | Map Legend | Description of Restrictions |
|-------------|-----------------------|---------------------|----------------------|------------|--|
| | | From | To | | |
| NFSR 168 | Fool Creek Basin Road | Jct with NFSR 15 | Jct with NFSR 141315 | R | Restrict hauling to Monday though Thursday between October 15 and October 30 durning life of contract. |
| NFSR 15 | Burgess Road | Jct with WY Hwy 14A | Jct with NFSR 168 | R | Restrict hauling to Monday though Thursday between October 15 and October 30 durning life of contract. |
| | | | | | |

C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

C5.31# – ROAD MAINTENANCE REQUIREMENTS. (07/2001)**Contract Road Maintenance Requirements Summary**

| Road | Termini | | Miles | Applicable Prehaul Road Maintenance Specifications | | | | | | |
|----------|------------------------------|---------------------|-------|--|------|--|--|--|--|--|
| | From | To | | T800 | T803 | | | | | |
| NFSR 15 | Hwy 14 | Jct. of NFSR 168 | 5.1 | | P | | | | | |
| NFSR 168 | Jct. of NFSR 15 and NFSR 168 | Jct. of NFSR 141315 | 2.6 | | P | | | | | |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable During Haul Road Maintenance Specifications | | | | | | |
|-------------|------------------------------|---------------------|-------|--|------|--|--|--|--|--|
| | From | To | | T800 | T803 | | | | | |
| NFSR 15 | HWY 14 | Jct. of NFSR 168 | 5.1 | | P | | | | | |
| NFSR 168 | Jct. of NFSR 168 and NFSR 15 | Jct. of NFSR 141315 | 2.6 | | P | | | | | |
| NFSR 141314 | Jct. of NFSR 168 | Jct. of NFSR 141320 | 0.6 | | P | | | | | |
| NFSR 141315 | Jct. with NFSR 168 | End | 1.4 | | P | | | | | |
| NFSR 141316 | Jct. with NFSR 141315 | End | 0.6 | | P | | | | | |
| NFSR 141317 | Jct. with NFSR 141316 | End | 0.3 | | P | | | | | |
| NFSR 141318 | Jct. with NFSR 141316 | End | 0.3 | | P | | | | | |
| NFSR 141320 | Jct. with NFSR 141314 | End | 0.5 | | P | | | | | |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable Post Haul Road Maintenance Specifications | | | | | | |
|-------------|------------------------------|---------------------|-------|--|------|--|--|--|--|--|
| | From | To | | T800 | T803 | | | | | |
| NFSR 15 | HWY 14 | Jct. of NFSR 168 | 5.1 | | P | | | | | |
| NFSR 168 | Jct. of NFSR 168 and NFSR 15 | Jct. of NFSR 141315 | 2.6 | | P | | | | | |
| NFSR 141314 | Jct. of NFSR 168 | Jct. of NFSR 141320 | 0.6 | | P | | | | | |
| NFSR 141315 | Jct. with NFSR 168 | End | 1.4 | | P | | | | | |
| NFSR 141316 | Jct. with NFSR 141315 | End | 0.6 | | P | | | | | |
| NFSR 141317 | Jct. with NFSR 141316 | End | 0.3 | | P | | | | | |
| NFSR 141318 | Jct. with NFSR 141316 | End | 0.3 | | P | | | | | |
| NFSR 141320 | Jct. with NFSR 141314 | End | 0.5 | | P | | | | | |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Road Maintenance T-Specifications

For

Timber Sale Contracts

To be used with Timber Sale Contract Form 2400-6, C5.31#

| No. | Specification Title |
|------------|----------------------------|
| T-800 | Definitions |
| T-803 | Surface Blading |

SPECIFICATION T-800 DEFINITIONS

Wherever the following terms or pronouns are used in Specifications T-801 through T-811, the intent and meaning shall be interpreted as follows:

800-1.1 - Agreement. Maintenance projects require a mutually acceptable method to resolve the problems, which arise when incompatible situations arise between drawings and specifications and actual conditions on the ground to allow orderly and satisfactory progress of the maintenance.

These specifications have been developed in anticipation of those problem areas and have provided that such changes will be by Agreement.

It is intended that drawings and specifications will govern unless "on-the-ground" conditions warrant otherwise, when specifications call for "Agreement", "agreed", or "approval" such Agreement or approval shall be promptly confirmed in writing.

800-1.2 - Annual Road Maintenance Plan. A plan prepared by various users of one or several roads. The plan is an Agreement on maintenance responsibilities to be performed for the coming year.

800-1.3 - Base Course. Material used to reinforce Subgrade or, as shown on drawings, placed on Subgrade to distribute wheel loads.

800-1.4 - Berm. Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.

800-1.5 - Borrow. Select Material taken from designated borrow sites.

800-1.6 - Crown, Inslope, and Outslope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

800-1.7 - Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

800-1.8 - Drainage Dip. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

800-1.9 - Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains, downpipes, and the like.

800-1.10 - Dust Abatement Plan. A table which lists the road, dust palliative, application rates, and estimated number of subsequent applications.

800-1.11 - Lead-off Ditches. A ditch used to transmit water from a Drainage Structure or Drainage Dip outlet to the natural drainage area.

800-1.12 - Material. Any substances specified for use in the performance of the work.

800-1.13 - Prehaul Maintenance. Road maintenance work which must be accomplished to maintain the roads to a satisfactory condition commensurate with the Purchaser's use, provided Purchaser's Operations do not damage improvements under BT6.22 or National Forest resources and hauling can be done safely. This work will be shown in the Annual Road Maintenance Plan as provided in C5.31#.

Prehaul Maintenance work the Purchaser elects to perform will be in compliance with the Road Maintenance T-Specifications.

800-1.14 – Roadbed. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

800-1.15 – Road Maintenance Plan. A table which shows applicable road maintenance specifications to be performed by Purchaser on specific roads.

800-1.16 – Roadside. A general term denoting the area adjoining the outer edge of the Roadway.

800-1.17 – Roadway. The portion of a road within the limits of excavation and embankment.

800-1.18 – Shoulder. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of base and Surface Course, if any.

800-1.19 – Slide. A concentrated deposit of Materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated _aveling.

800-1.20 – Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.

800-1.21 – Slump. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.

800-1.22 – Special Project Specifications. Specifications which detail conditions and requirements peculiar to the individual project.

800-1.23 – Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

800-1.24 – Surface Course. The Material placed on Base Course or Subgrade primarily to resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

800-1.25 – Surface Treatment Plan. A table which lists the roads and surface treatments to be applied.

800-1.26 – Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

800-1.27 – Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

800-1.28 – Water Source. A place designated on the Road Maintenance Map for acquiring water for road maintenance purposes.

800-1.29 – Waterbar. A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A Waterbar is not designed to be traversable by logging trucks.

SPECIFICATION T-803 SURFACE BLADING

DESCRIPTION

1.1 Surface blading is keeping a native or aggregate Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks, Drainage Dips, and Lead-off Ditches.

REQUIREMENTS

3.1 Surface blading shall be performed before, during, and after Purchaser's use as often as necessary to facilitate traffic and proper drainage.

3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a free-draining state and to a smoothness needed to facilitate traffic. Surface Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to prevent the loss of surface Material and to provide for a thorough mixing of the Material being worked.

3.3 Water, taken from Water Sources designated on Sale Area Map, shall be applied during blading if sufficient moisture is not present to cut, mix, or compact the surface Material.

3.4 On native surfaced roads, Material generated from backslope Sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.

3.5 Roadway backslopes or Berms shall not be undercut, nor shall new Berms be established unless agreed otherwise.

Berms shall be repaired by placing Material, as needed to restore the Berm, to reasonably blend with existing line, grade, and cross-section.

3.6 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to reasonably blend with existing line, grade, and cross-section.

3.7 Intersecting roads shall be bladed for a distance of 50 feet to assure proper blending of the two riding surfaces.

3.8 Rocks or other Material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be removed from the Traveled Way. Unless otherwise designated by the Forest Service, the oversized Material shall be disposed of by sidecasting. Sidecasting into streams, lakes, or water courses will not be permitted.

3.9 Material resulting from work under this specification shall not remain on or in structures, such as Culverts, overside drains, cattleguards, ditches, Drainage Dips, and the like.

3.10 Material resulting from work under this specification, plus any accumulated debris, shall be removed from bridge decks and the deck drains opened.

Sale Name: Garland Salvage Re-Offer

C5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in C5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: \$2.64 per CCF.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

| Deposit Made To | Rate | Unit of Measure |
|-----------------|------|-----------------|
| <hr/> | | |
| N/A | | |

C5.36# - SNOW REMOVAL (09/2001)

Snow removal shall be done in a manner to preserve and protect the roads to insure safe and efficient transportation and to prevent unacceptable erosion damage to roads, streams, and adjacent lands.

A. Description. Snow removal work by Purchaser shall include:

1. Removal of snow from entire road surface width including turnouts.
2. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.
3. Maintain drainage so that the drainage system will function efficiently.

B. Performance. All items of snow removal shall be done currently as necessary to insure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

1. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
2. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
3. Ditches and culverts shall be kept functional during and following roadway use.
4. Snow berms shall not be left on the road surface. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.
5. Dozers and skidders shall not be used to plow snow on system roads without written approval of Forest Service. Upon approval, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of 2 inches above the road surface unless specifically removed from the requirements in writing.
6. Snow must not be removed to the road surface. A minimum 2 inch depth must be left to protect the roadway.
7. Purchaser's damage from, or as a result of, snow removal shall be restored in a timely manner.

Sale Name: Garland Salvage Re-Offer

C5.41# - CLOSURE TO USE BY OTHERS (04/2004)

A. Closure of Roads During Period of Contract. Unless otherwise agreed in writing between Purchaser and Forest Service, Purchaser shall within 15 days of receipt of notice from Forest Service, install gates listed below and close gates on roads designated "To Be Closed" on Sale Area Map and listed below to effectively block access behind such gates to vehicle traffic except that constituting official use. Installation of gates shall follow closure details attached hereto and made a part hereof.

Official vehicle traffic shall constitute that use by Purchaser and his employees when engaged in timber sale activities. It shall also include administrative traffic by Forest Service, and other landowners for the administration of their lands. Purchaser will close gates as directed by Forest Service at the completion of daily activities or close gates after passage of each vehicle. Forest Service will monitor and administer closure activities.

See Gate Location(s) Table

B. Closure of Roads at End of Purchaser's Use. Unless otherwise agreed in writing between Purchaser and Forest Service, upon completion of use, Purchaser shall effectively close to public use the following roads designated "To Be Closed" on Sale Area Map and listed below. As an element of final road maintenance and environmental or resource protection, the designated closure shall be accomplished by using the methods required for each road as described below:

Installation of barricades, which may include earth berms, logs, timber, rock, metal railing, etc., in accordance with details attached hereto and made a part hereof, including the proper barricade and closure signing.

Scarify, seed, and fertilize these travel ways full width as described in C6.601#. Recontour or reshape cut or fill slopes in accordance with details attached hereto and made a part hereof; seed, scarify, and fertilize as described under C6.601#; pull existing drainage structures; haul designated culverts to approved stockpile site, or other work needed to obliterate or put road to bed as described in attached road logs or details.

Construct cross ditches by cutting a dip at least six (6) inches deep in the road surface and mounding the excavated material along the downgrade edge of the dip. Dips shall be cut at a sufficient angle so that they will drain to the outside of the road. They shall cross the entire width of the roadbed and be constructed at the following spacing:

See Table

See Close and Lock Existing Gate(s) Table

During the life of this contract, Purchaser is authorized to install temporary barricades on the roads designated "To Be Closed." Gates with adequate and protected locks may be considered a temporary barricade. Temporary barricades shall be installed so that they may be readily opened by Purchaser or Forest Service for access to Sale Area in case of fire or other emergency. Official vehicle traffic shall also include administrative traffic by Forest Service and other landowners for the administration of their lands. Purchaser shall provide and post approved signs as authorized by Forest Service.

C. Purchaser's Operations in areas otherwise closed to motorized vehicles. During the period January 1 to December 1 when Purchaser's Operations are in areas otherwise closed to motorized vehicles, Purchaser shall not be permitted to hunt, transport hunters, discharge firearms, or transport big game animals with vehicles within the closed areas.

C5.41# - CLOSURE TO USE BY OTHERS. (11/06)

| Gate Location(s) | | | | |
|------------------|-------------------|----------------------|----------------------|----------|
| Road Number | Location | Gate Furnished By | Gate Installed By | In Place |
| NFSR 141314 | Jct with NFSR 168 | FS | FS | Yes |
| NFSR 141315 | Jct with NFSR 168 | Purchaser | Purchaser | No |

| Cross Ditch | |
|---------------|-----------------|
| Percent Grade | Maximum Spacing |
| 1-6 | N/A |
| 7-9 | N/A |
| 10-14 | N/A |
| 15-20 | N/A |

| Closure Location(s) | | | | |
|---------------------|----------|----------------|-----------------|----------|
| Road Number | Location | Closure Method | Furnished By | In Place |
| N/A | | | | |

C6.312# - SALE OPERATION RESTRICTIONS (04/2004)

Unless otherwise agreed to in writing, sale operations will be restricted as listed below:

See Sale Operation Restrictions Schedule

C6.312# - SALE OPERATION RESTRICTIONS. (4/2004)**Sale Operation Restriction Schedule**

| Subdivision / Cutting Unit | Restriction | Purpose |
|-------------------------------|---|---|
| All | No operations between December 15 and June 15 annually. Restriction will be waived if requested before November 15 th of year requested. | To allow for snowmobile grooming and identification of alternate routes. |

C6.6# - EROSION PREVENTION AND CONTROL (11/1998)

A. Purchaser shall locate Temporary Roads on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.

B. Skidding with tractors within 100 feet of live streams shall not be permitted except in places designated in advance by Forest Service, and in no event shall skid roads be located in live or intermittent streamcourses. Skid trails shall be located high enough out of draws, swales, and valley bottoms to permit diversion of runoff water to natural undisturbed forest ground cover.

C. Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, Purchaser shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

D. Temporary Road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, Temporary Road surface width equal to track width plus tail swing shall be permitted.

E. Unless otherwise agreed in writing, Purchaser shall keep erosion control work current with his operations under the sale and in any case not later than 15 days after completion of skidding on each payment unit or cutting unit.

C6.7# - SLASH TREATMENT (04/2003)

Slash is defined as logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the logging operation and remaining on the ground after logging. In areas where Purchaser-created slash is intermingled and inseparable from pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Purchaser-created slash. Such areas are designated in the Purchaser Slash Responsibility Table herein.

Slash created in the construction of Specified Roads shall not be considered as logging slash in this Section.

Unless otherwise agreed in writing, Purchaser shall perform the following work described below and/or as shown on the Sale Area Map and/or Slash Disposal Map.

Forest Service and Purchaser shall jointly develop a schedule for completion of slash treatment on the various portions of the sale area.

See Purchaser's Slash Responsibility Table

C6.7# - SLASH TREATMENT. (04/2003)Contractor's Slash Responsibility Table

| Description of Unit(s) | Type of Slash Disposal |
|------------------------|--------------------------------------|
| All | Whole Tree skidding (see #1 below) |
| All | Landing Cleanup (see #2 below) |
| All | Fell Damaged Residual (see #3 below) |
| All | Scatter (see #4 below) |

1. Whole Tree Skidding

Removal of tops and limbs from unit is required, no inwoods processing. Tops and limbs that break off during skidding operations will be treated with Scatter (see #4)

2. Landing Cleanup

A landing is considered a place where any logs or products are gathered for loading. Logs not meeting utilization standards accumulated at landings shall be decked. All slash accumulated at landings shall be piled.

Piles shall be reasonably compact and free of soil to facilitate burning. Piles will not be less than 10 feet in height. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. Generally, the distance from residual will need to be at least three times the pile height.

3. Fell Damaged Residual

Purchaser shall fell all species over 4 feet in height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by the Contractor's Operations. Such trees shall be limbed to a stem diameter of approximately 3 inches, at which point the top shall be cut from the remainder of the stem. These stems shall be bucked into lengths shorter than 12 feet.

4. Scatter

All slash shall be scattered to reduce slash concentrations with slash being left within 24 inches of the ground and not in piles.

C6.72# - TEMPORARY ROAD CONSTRUCTION SLASH DISPOSAL (01/2000)

Slash treatment methods of Temporary Road slash shall be agreed to in writing prior to construction. Temporary Road slash shall be treated in accordance with the following:

- A. All timber within the road clearing limits which contains a product meeting the minimum piece specifications stated in A2 shall be felled (not pushed over) and bucked in advance of road construction. All timber shall be felled within the clearing limits whenever it is feasible to do so.
- B. Timber within the clearing limits not meeting minimum piece specifications in A2 and other debris from the clearing and grubbing operations more than 3 inches in diameter and 6 feet in length shall either be (a) utilized and removed from Sale Area, (b) burned within the right-of-way, (c) removed to designated locations shown on Sale Area Map for burying or later burning, (d) buried, (e) processed through a chipping machine, (f) scattered in such a manner as to avoid concentrations of slash and without damaging other trees or resource values, (g) windrowed (h) decked, or (i) a combination thereof.
- C. All material to be treated or disposed of shall be bucked into lengths not to exceed 8 feet before being piled or buried.
- D. If debris is to be burned, burning shall be complete and shall be done at such times and in a manner approved in writing by Forest Service. Residual construction slash from burning shall be buried, scattered or removed to agreed locations.
- E. Debris to be buried shall be placed in prepared holes, benches, or trenches at agreed locations and covered with not less than 3 feet of native soil or rock. Slash and debris may be buried in the roadway providing hauling can be supported and providing there is little probability or hazard of slope failure.
- F. If debris is to be chipped, the chips shall be spread over the surface of the ground in such a manner that their loose depth does not exceed 4 inches. Chips may be mixed with soil within roadway.
- G. Slash and debris may be scattered in those situations where the volume of slash or residual slash is relatively light and the adjacent stands of timber are sufficiently open to accommodate the scattering without damage.
- H. When slash is to be windrowed, the windrow area shall be cleared. Windrows shall be placed parallel to and along the embankment toe. Windrows shall not be placed against trees.
- I. If material is decked, logs not meeting Utilization Standards that are 3 inches or more in diameter shall be bucked into lengths not to exceed 16 feet and piled at agreed locations.

C6.825# - SCALING AS PRESENTED (SALES BY LOAD COUNT) (09/2007)

Notwithstanding criteria in B6.82, volume for all material will be paid for at rates listed in A4 on a predetermined conversion factor of 11 CCF per load times the total loads counted.

Unless otherwise agreed to in writing, log trucks are restricted to a maximum gross vehicle weight of 80000 pounds, as well as State limits for width and height.

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C6.83# - PRODUCT ACCOUNTABILITY (10/2003)

The following requirements are applicable to Product Removal Permits:

1. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit books for use only on this sale. Product Removal Permit books, whether used or unused, shall be accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with the instructions contained on the cover of each book. Each Product Removal Permit which is not returned will be considered a lost load and charged for as described in B6.85 or B6.851, as appropriate.

2. Purchaser shall require all permits be filled out in ink, and otherwise completed, by an individual named in writing, showing the date loaded, sale brand, sale name, and destination where products will be unloaded. On the Load Permit, the month, day, and time the truck is loaded shall be punched out. Each permit will then be attached to the load in accordance with instructions on the inside cover of the Product Removal Permit book. Products will not be hauled from the Sale Area without the Load Permit attached to the load.

3. Before products are hauled, the truck driver must sign the Woods Permit in ink using legal signature.

4. Each load will have the last three digits of the load receipt number painted on both ends of three logs with RED paint. All loads that consist of a truck and pup(s) must have the last three digits of the load receipt painted on both ends of three logs on all subunits of the combination.

C7.2 - FIRE PRECAUTIONS (09/1993)

1. Smoking and Lunch Fires. Smoking is prohibited except inside a building, developed recreation site, vehicles, or while seated in an area of at least three feet in diameter that is barren or cleared of all flammable materials. 36 CFR 261.52(d).

The building of camp, lunch, warming and other fires within the sale area and vicinity is prohibited, except at established camps or at other safe places where all flammable material has been cleared away sufficiently to prevent the start and spread of wildfires. Forest Service may, upon written request of purchaser, designate specific places where campfires may be built for purposes of heating lunches.

2. Spark Arrester and Mufflers. Notwithstanding B7.2, operating or using any internal combustion engine, on any timber, brush, or grass covered land, including trails and roads traversing such land, without a spark arrester, maintained in effective working order, meeting either (I) Department of Agriculture, Forest Service standard 5100, "SPARK ARRESTERS FOR INTERNAL COMBUSTION ENGINES," (current edition); or (II) the Society of Automotive Engineers (SAE) Recommended Practices J335, "MULTIPOSITION SMALL ENGINE EXHAUST SYSTEM FIRE IGNITION SUPPRESSION," (current version) and J350, 36 CFR 261.52(j) is prohibited.

Passenger carrying vehicles, pickups, medium and large highway trucks (80,000 GVW) will be equipped with a factory designed muffler system which is specified for the make and model of the respective vehicle/truck or with a muffler system that is equivalent or that exceeds factory specifications.

Exhaust systems shall be properly installed and continually maintained in serviceable condition.

3. Fire Extinguishers and Tools on Equipment. While in use, each internal combustion engine including tractors, trucks, yarders, loaders, welders, generators, stationary engines, or comparable powered equipment shall be provided with at least the following:

(a) One fire extinguisher, at least 5#ABC with an Underwriters Laboratory (UL) rating of 3A - 40BC, or greater.

(b) One shovel, sharp, size O or larger, round-pointed with an overall length of at least 48 inches.

(c) One axe, sharp, double bit 3-1/2#, or one sharp pulaski.

Extinguishers, shovels, axes, and pulaskis shall be mounted so as to be readily available from the ground. All tools shall be maintained in a serviceable condition.

4. Power Saws. Each gasoline engine power saw shall be provided with one chemical-pressurized fire extinguisher of not less than 8-ounce capacity by weight, and one size O or larger, round-pointed shovel with an overall length of at least 48 inches. The extinguisher and shovel shall be maintained in good working order. The extinguisher shall be with the power saw operator and immediately available for use at all times. The extinguisher shall not be affixed to the saw. The shovel shall be readily available to the operator of the saw at all times. Having the shovel with the gas can used to refuel the saw may be considered "readily available" if not more than 200 feet from the saw. During periods of critical fire danger, Forest Service may prescribe other precautionary measures.

Any fueling or refueling of a power saw shall be done in area which has first been cleared of material which will carry fire. The power saw shall be moved at least 10 feet from the place of fueling or refueling before starting.

5. Blasting and Welding. The use of fuses in blasting shall not be permitted except near power lines where the danger of accidental detonation is present, and then only by special written permission of Forest Service. Whenever the relative humidity falls below 50 percent, Purchaser shall place a watchman at each point where blasting is done who shall remain on duty for at least one hour after blasting is finished, and

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who shall be equipped with shovel and a water-filled backpack can equipped with a hand pump. During periods when the relative humidity falls below 20 percent, blasting shall be discontinued unless authorized, with special provisions, in writing by Forest Service. Blasting shall not be permitted in any area not cleared to mineral soil without advance written approval of Forest Service and with such special precautions as may be required.

Prima Cord shall not be used in clearing operations, and in other areas where timber has been felled and slash not burned.

Unless otherwise directed in writing by Forest Service, all flammable material shall be cleared for 10 feet around any piece of equipment being welded. In addition, Purchaser shall provide a fire extinguisher of a size and type designed to extinguish a fire in the flammable materials surrounding the spot being welded.

In order to determine the relative humidity, Purchase shall either (a) provide and maintain weather instruments, that will measure relative humidity, in the area where blasting will occur; or (b) provide communications to obtain weather data from Forest Service.

Explosives shall be stored at all times in a locked box marked "Explosives". Powder and blasting caps shall be stored in separate boxes.

6. Storage of Flammables. Gasoline, oil, grease and other highly flammable material shall be stored either in a separate building, or at a site where all debris is cleared within a radius of 25 feet. Storage buildings or sites shall be a minimum distance of 50 feet from other structures. Storage buildings shall be adequately posted to warn of the flammables and to prohibit smoking in or around the building.

7. Camp Fire Protection. The grounds around all trailers, buildings, other facilities constructed or placed on or near Sale Area under B6.2 shall be kept free of flammable material for a distance of at least 20 feet from the wall of such structure. Burning of such flammable material shall be as prescribed by Forest Service in writing.

Stovepipes of all wood burning stoves shall be equipped with suitable roof jacks and serviceable spark arresters. Stovepipes shall be no closer than 2 feet from any wood or other flammables unless adequately protected from by metal or asbestos shields.

C8.212 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A20. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

- (i) The sale was awarded after December 31, 2006; and
- (ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Purchaser's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

C8.4 - PERFORMANCE BY OTHER THAN PURCHASER (04/2004)

This Section adds subparagraph (b)(iii) to B8.4 as follows:

- (iii) Specifically assumes in writing the obligations of Purchaser as listed in Small Business Certification executed by Purchaser and attached to and made a part of this contract.

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C8.66# (Option 1) - USE OF TIMBER (04/2004)

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for N/A determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Section, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Section, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.

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C8.73 - REQUIREMENT FOR SMALL BUSINESS PROCESSING (04/2004)

To meet the requirements of the small business timber sale set-aside program, Purchaser shall not sell, trade, exchange, or otherwise convey for processing more than 30 percent (50 percent in Alaska) of the advertised sawtimber volume of this sale to a concern that is not a small business within the meaning of the small business size regulations found in 13 CFR 121.507.

Purchaser shall, at the time of execution of this contract, complete the "Small Business Certification" (SBA form 723) and submit it to Contracting Officer. The completed certification together with its provisions pertaining to the disposition, manufacturing, and record keeping requirements of Included Timber by Purchaser and other small business concerns is hereby made a part of this contract.

Upon request of Contracting Officer or an officer of the Small Business Administration, Purchaser shall furnish all records sufficient to verify eligibility and compliance with the requirements of this program. Such records may include employee payroll records, disposition of Included Timber records, and other documents as necessary.

Failure to provide records upon request, filing false information, or making false statements relating to SBA size status or failing to comply with the disposition and manufacturing requirements of Included Timber shall be considered a breach of this Subsection and may result in termination of this contract pursuant to B9.31.